

EXHIBIT H



Daniel V. Carsey
100 North Broadway, Suite 2900
Oklahoma City, OK 73102-8865
Direct Dial: (405) 553-2313
Facsimile: (405) 553-2855
dcarsey@hallestill.com

November 4, 2019

VIA E-MAIL

Matthew J. Cavanagh, Attorney
McDonald Hopkins LLC
600 Superior Ave., East, Ste. 2100
Cleveland, OH 44114
mcavanagh@mcdonaldhopkins.com

Re: Terves LLC v. Yueyang Aerospace New Materials Co. Ltd. *et al.*
Subpoena to Magnesium Machine, LLC (Client/Matter No. 004920.00007)

Dear Mr. Cavanaugh:

This law firm represents Magnesium Machine, LLC. We are writing to you regarding the subpoena that we received for Magnesium Machine, LLC on November 1, 2019.

As you noted in your letter, there is a confidential Settlement Agreement and Mutual Release (Agreement) entered between Bradley Machine & Design, LLC (Bradley) and Magnesium Machine, LLC (Magnesium Machine).

Bradley has confidential obligations under the Agreement. In the Agreement, the Confidentiality clause recites the following:

3. CONFIDENTIALITY

3.1 Confidentiality/Exceptions. The Parties will keep confidential the specific terms, conditions, provisions, and negotiation of this Agreement, except that the terms, conditions, provisions, and negotiation of this Agreement may be disclosed or characterized as follows:

- 3.1.1 By any Party to current or future directors, members, officers and employees (as necessary to ensure compliance with this Agreement);**
- 3.1.2 By any Party when needed to respond to any valid order of any court or administrative or regulatory agency of competent jurisdiction with the statutory power to compel such disclosure, or in response to a valid subpoena or discovery request;**

November 4, 2019

Page 2

- 3.1.3 By any Party in confidence to its attorney(s), insurers, accountants, spouse, financial advisors, or auditors;
- 3.1.4 By any Party to enforce the terms of this Agreement; or
- 3.1.5 By written agreement of the Parties.

3.2 Disclosure. In the case of a disclosure under Section 3.1.2, at least twenty (20) days prior to making such disclosure when possible or reasonable under the circumstances, where legally permissible, the Party shall notify the other Party and shall deliver a copy of such subpoena, discovery request, and/or order to the other Party(ies) to afford it the opportunity to seek a protective order or other appropriate remedy against disclosure. If asked about the Lawsuit or the dismissal thereof; the Parties shall respond that the Lawsuit was mutually resolved.

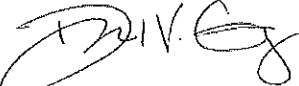
As noted in the confidentiality clause, Bradley is required to notify Magnesium Machine at least twenty (20) days prior to a disclosure, should Bradley need to disclose confidential information in response to a valid subpoena from any Party. Bradley failed to notify Magnesium Machine and thus is in breach of the Agreement. Obviously, this is concerning to Magnesium Machine as confidential information has been disclosed without any appropriate remedy.

Magnesium Machine considers the subpoena submitted in your letter dated October 31, 2019 as improper due to Bradley's breach of the Agreement by the inappropriate disclosure of confidential information and lack of notification of the subpoena that you submitted to Bradley.

Furthermore, we request that you turn over any and all information in your possession, custody or control related to the Agreement to our office within three (3) business days. Otherwise, we will need to seek the appropriate relief to remedy your wrongful possession of this confidential information.

Thank you for your attention to this matter. We look forward to hearing from you soon.

Sincerely,



Daniel V. Carsey

Cc: Mike Smith

DVC:jr